UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

LIGTEL COMMUNICATIONS, INC.,
 	
    Plaintiff,
 	
  v.
 	
BAICELLS TECHNOLOGIES INC.;
BAICELLS TECHNOLOGIES NORTH AMERICA
INC.,
 	
    Defendants.
	Case No. 1:20-cv-00037-HAB-SLC
	
	**DECLARATION OF
	JOSH WENTWORTH IN
	RESPONSE TO BAICELLS'S
	RESPONSE BRIEF**

I, Josh Wentworth, declare the following: solve

1.   I am the Network Operations Supervisor for LigTel Communications, Inc. In my role, I design, implement, and maintain LigTel's network infrastructure. I have been employed at LigTel for over fourteen years. I have read the supplemental declarations of Jessa DeGroote, Rick Harnish, and Jesse Raasch (filed as docket entries 37-1, 37-2, and 37-3), which were attached to Baicells's responsive brief in opposition to LigTel's motion for a preliminary injunction (Baicells Response Brief).

2.   Baicells mentions that they serve fixed wireless broadband providers. Harnish Suppl. Decl. ¶ 7. But whether they are fixed or not is not relevant to the issues in this action. Baicells is an equipment provider, not a service provider, as it affirms on page 18 of its Response Brief.

I.   3GPP Standards and Roaming

3.   From my work in this industry, I know that 3rd Generation Partnership Project ("3GPP") is the international governing body responsible for mobile network standards. Through my work, I came to understand that the 3GPP specification defines how roaming authentication is supposed to take place between home and visitor networks. Roaming authentication works because the "visited" network uses the device's HNI code to identify the device's carrier. It is therefore important for that authentication process that each entity use its own HNI code.

4.   Assuming Baicells is actually 3GPP compliant, as they claim and as stated on their website (Mead Exhibit 10), then their equipment must be interoperable with other equipment and can be used by providers whether they offer fixed or mobile networks. The SIM cards in Baicells's equipment use LigTel's HNI code.

II.   LigTel's IMSI Is Relevant For Law Enforcement Purposes.

5.   Baicells ignores the very real threat to public safety posed by its use of LigTel's HNI code, stating that there is "no risk that Baicells's use of the HNI code 31198 could harm LigTel's reputation with law enforcement." Baicells's Response Brief at 9. This is not true. LigTel's HNI code, which is part of the unique IMSI number for each LigTel subscriber, is relevant to law enforcement in two situations. I have personal knowledge about and experience with both of these situations.

6.   First, in my experience, if law enforcement activity starts with a location-based inquiry (such as with a Stingray device, which simulates an eNodeB), then law enforcement captures IMSI numbers. As a result, in these situations, law enforcement will generally use IMSI numbers (and underlying HNI codes) in their search warrants.

7.   Second, in my experience, if a law enforcement investigation starts with an internet investigation, then law enforcement generally focuses on the IP address associated with that internet activity. Nonetheless, IMSI numbers (and underlying HNI codes) are still relevant for LigTel's purposes in these situations in two ways.

    a.   First, LigTel identifies its customers using IMSI numbers and not IP addresses. Accordingly, when LigTel receives legal process based on an IP address, LigTel uses that IP address to look up the corresponding IMSI to determine the customer to which the process relates.

    b.   Second, in my experience, when law enforcement executes legal process on a physical address they seize all the electronic devices on the premises. Each of those devices contains SIM cards. If those SIM cards contain the HNI code 311980, law enforcement will identify LigTel as the service provider for that device.

8.   Based on my experience, I believe that these issues are the reason that 3GPP requires service providers to know who uses devices with their SIM cards.

9.   Because of these issues, I believe that there is a risk that LigTel will be served with a search warrant based on law enforcement's mistaken impression that a suspect is a LigTel subscriber.
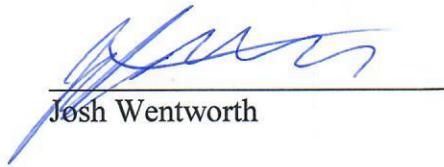
III.   Baicells's Use Of LigTel's HNI Code Causes Harm To LigTel.

10.   As I have described previously, Baicells's use of LigTel's HNI code harms LigTel's reputation and goodwill by making it look like LigTel does not comply with applicable rules and like LigTel cannot manage its network. Wentworth Resp. Decl. ¶ 12. In turn, that damage to LigTel's goodwill and reputation makes it harder for LigTel to negotiate agreements with other providers and reduces other providers' willingness to treat LigTel fairly. Wentworth Decl. ¶ 38. It also inhibits other providers from sharing advice or guidance with LigTel.

11.   In addition, Baicells's continued use of LigTel's HNI code may create an erroneous perception among all of LigTel's customers that LigTel's network has been compromised or that LigTel cannot manage or secure its network. Wentworth Decl. ¶ 41. That would be a major issue for LigTel. If Baicells is able to continue using LigTel's HNI code, LigTel will need to reassure those customers—which include hospitals, banks, other cellular carriers, first responders, governments, and businesses—that LigTel's network is secure.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 15, 2020

Josh Wentworth